

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 9	
2. Amendment/Modification No. P00081		3. Effective Date 2003NOV19		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ALEA PAUL KLOTT (586)574-7190 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: KLOTT@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA CENTRAL PENNSYLVANIA- HERCULES AND BRADLEY TEAMS P.O. BOX 15512 YORK PA 17405-1512		Code S4201A	
8. Name and Address Of Contractor (No., Street, City, County, State and Zip Code) UNITED DEFENSE, L.P. GROUND SYSTEMS DIVISION 1100 BAIRS ROAD PO BOX 15512 YORK, PA. 17405-1512 TYPE BUSINESS: Large Business Performing in U.S.				SCD B PAS NONE ADP PT HQ0337		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input type="checkbox"/>			
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-C-M016	
Code 06085 Facility Code				<input type="checkbox"/>		10B. Dated (See Item 13) 2001MAY02	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AR NET INCREASE: \$37,681.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. KIND MOD CODE: G							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: _____ The Changes Set Forth In Item 14 Are Made In _____ The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input checked="" type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004JAN31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003NOV19	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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SECTION A - SUPPLEMENTAL INFORMATION

1. The purpose of modification P00081 to contract DAAE07-01-C-M016 is to add the kit hardware for the upgrade of the EFVS APG to MLRS A1 configuration. This effort is added to the contract as CLIN 3016AA. The hardware purchased under this modification will be used to replace hardware which was diverted under modification P0080 from CLIN 3028AD and from Modification P0001 to Delivery Order 0o15 of contract DAAE-01-G-M002. Those modifications changed deliveries from November/ December time frame to May 2004.

2. The contract price is increase by \$37,681.00 from \$812,948,444.28 to \$812,986,125.28. .

3. Section B is changed to add CLIN 3016AA and B.1.1 is changed to show CLIN 3016 as 1 lot EFVS APG Hardware.

4. Attachment 0028 is added listing the hardware in the conversion kit.

5. All other terms and conditions of the contract remain in effect.

*** END OF NARRATIVE A 084 ***

Name of Offeror or Contractor: UNITED DEFENSE, L.P.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
3016	NSN: 1111-11-111-1111 SECURITY CLASS: Unclassified				
3016AA	PRODUCTION QUANTITY NOUN: PARTS FOR EFVS PRON: PF3LCHV159 PRON AMD: 01 ACRN: AR AMS CD: 22306100011 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W80FLR3177EF01 W8007A M 2 <u>PROJ CD BRK BLK PT</u> XXX <u>DEL REL CD QUANTITY DEL DATE</u> 001 1 15-DEC-2003 FOB POINT: Destination SHIP TO: <u>PARCEL POST ADDRESS</u> (W8007A) XR SPECIAL PROJECT OFFICE BRX ACCT DEFENSE DIST CENTER RED RIVER 10TH AND K ST BLDG 499 TEXARKANA TX 75507-5000	1	EA	\$ 37,681.00000	\$ 37,681.00

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B.1.1.CLIN STRUCTURE

B.1.1.1 The Contract Line Item Numbers (CLINs) for the contract are structured as follows:

PROGRAM YEAR ONE		
CLIN	QUANTITY	CONFIGURATION
1001	83 Each	M2A3
1002		Reserved - Block Mod 1
1003		Reserved - Block Mod 2
1004		Reserved - Miscellaneous Changes/ECP
1005	26 Each	M3A3
1006		Reserved - Block Mod 1
1007		Reserved - Block Mod 2
1008		Economic Order Quantity, PY2 and PY3
1009	1 Lot	Refurbishment of test vehicles
1010	NSP	M2A3 / M3A3 Data
1011	13 Each	M2A2 ODS
1012		Reserved
1013		Reserved
1014		Reserved
1015	35 Each	M2A2 ODS (Option)
1015AB	35 Each	M2A2 ODS Option Exercised
1016		Reserved
1017		Reserved
1018		Reserved
1019	1 Lot	Refurb of A2 ODS Test veh (Option)
1020	NSP	M2A ODS Data
1021	19 Each	MLRS A0 Carrier
1022	10 Each	MLRS A1 Carrier with Unique Materials and ESIP Requirements
1023	10 Each	MLRS IEDB Kits - Korea
1024	NSP	MLRS Data
1025	121 Each	ODS Applique Kit 57K1589
1026	58 Each	ODS-E Applique Kit S57K1594

PROGRAM YEAR TWO		
CLIN	QUANTITY	CONFIGURATION
2001	44 Each	M2A3
2002		Reserved - Block Mod 1
2003		Reserved - Block Mod 2
2004		Reserved
2005	98 Each	M3A3
2006		Reserved - Block Mod 1
2007		Reserved - Block Mod 2
2008	56 Each	A3 BFIST
2009	1 Lot	Refurbishment of test vehicles (option)
2010		Reserved
2011		Reserved
2012		Reserved
2013		Reserved
2014		Reserved
2015	33 VEHICLES+KITS	ODS Vehicles and Kits (2015AA, 2015AB, 2015, AC,2015AD)
2016		Reserved
2017		Reserved
2018		Reserved
2019		Reserved
2020		Reserved
2021	26 Each	M993 MLRS A0 Carrier
2022		MLRS O-Ring Drawings
2023		Reserved
2024		Reserved
2025		Reserved
2026	58 Each	ODS-E Applique Kit SK57K1594 (option)
2027	36 Each	M6 Applique Kit 57K1588 (option)
2028	9 Each	MUA Applique Kit 57K1587 (option)

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2029	44 Each	M7 Applique Kit SK57K1593 (option)
2030	11 Each	Bradley Advanced Training System (BATS) Gunnery
2031	1 Lot	Replenishment of FY99 Spares

PROGRAM YEAR THREE

CLIN	QUANTITY	CONFIGURATION
3001	35 Each	M2A3
3002		Reserved - Block Mod 1
3003		Reserved - Block Mod 2
3004		A3/A2/ODS ASL DEVERSION
3005	103 Each	M3A3
3006		Reserved - Block Mod 1
3007		Reserved - Block Mod 2
3008	10 Each	M2A2 ODS
3009	1 Lot	Refurbishment of test vehicles (option)
3010		146 REMAN 600 HP ENGINES
3011	1 lot	Shipping of 123 engines in containers and 69 containers
3012	9 Each	A3 BFIST
3013	27 Each	M2A2 ODS
3014	26 Each	M3A2 ODS
3015	1 Lot	Combat ASL
3016	1 Lot	Conversion Hardware for APG EFVS to MLRS A1
3017		Reserved
3018		Reserved
3019		Reserved
3020		Reserved
3021		Reserved
3022		Reserved
3023		Reserved
3024		Reserved
3025	128 Each	ODS Applique Kit 57K1589 (option)
3026	64 Each	ODS-E Applique Kit SK57K1594 (option)
3027		Reserved
3028		MLRS KITS, 3028AA, 3028AB, 3028AC(option), 3028AD, 3028AE
3029	28 Each	M7 Applique Kit SK57K1593 (option)
3030	2 Each	BATS Spare Ensemble Image Generators for Fort Knox (OPTION)
3031	1 Lot	BATS Spare Parts Packet for Fort Knox (OPTION)

B.2 APPLICABILITY OF FEDERAL RETAILERS EXCISE TAX

B.2.1 Federal Retailers Excise Tax (FRET) does not apply to the items under this contract. FRET is therefore not to be included in the price set forth in this Section.

B.3 PERFORMANCE BASED PAYMENTS

B.3.1 This contract provides for Government financing to the Contractor in the form of Performance Based Payments. Payment events and success criteria necessary to make payments in accordance with the provisions of FAR 32.1000, Performance-Based Payments and FAR 52.232-32, are specified elsewhere in this contract at H.35 Performance Based Payments.

B.3.2 Performance Payments: Detailed procedures for performance based payments will be mutually developed and agreed to between the Contractor and the Administrative Contracting Officer. That agreement will be documented by a Contractor Performance Billing Procedure and will, as a minimum, define a procedure that identifies performance billings to the Contract's ACRN level by each item.

B.3.3 Liquidation: The final event is DD form 250 acceptance by the Government and will constitute the final 10% of the CLIN price and any withholds, if applicable. This event will liquidate previous performance payments (maximum 90% of CLIN value) against each vehicle delivered. If no performance payments have been made, the Contractor is entitled to 100% payment of that vehicle at time of final DD form 250 acceptance by the Government.

B.3.4 Performance Delays: Except for an adjustment for Default, delay in delivery attributed to such events as (acts of nature, war, strike, etc.) may result in an adjustment to the affected portion of work but shall not cause interruption of otherwise eligible performance based payments and shall not become a basis for recovery of previously, properly disbursed performed based payments. All other delays shall be administered in accordance with FAR 32.1007 or the changes provision of this contract.

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B.3.5 Performance Payment Adjustments: Performance events, amounts and success criteria may be adjusted by mutual agreement on an on-going basis if a contract action or the Contractor's performance has significantly affected the performance payment schedule. Except for an adjustment for default, adjustments under this provision shall not become the basis for recovery of previously, properly disbursed performance based payments.

B.4 INVOICES

The contractor shall submit invoices to the following address:

DFAS-Columbus Center
DFAS/CO-North Entitlement Operations
P.O. Box 182266
Columbus, OH 43218-2351

B.5 REMITTANCE ADDRESS

The following remittance address is established for all monies due under this contract:

United Defense, L.P.
Ground Systems Division
Post Office Box 99405
Chicago, IL 60693-9405

B.6 ENVIRONMENTAL HEALTH AND SAFETY REQUIREMENTS

B.6.1 The contract price includes costs for Contractor compliance, with all applicable Federal, State, and Local Environmental, Health and Safety laws, rules, regulations, guidelines, standards, limitations, conditions, orders, controls, prohibitions and other requirements (all of which are hereinafter referred to as requirements) which affect the performance of this contract, as of award date, are in effect or scheduled to become effected during the contract term. The contract price does not include any amount for future additional or changed requirements which are not currently established and which may become effective during the term of the contract.

B.6.2 In the event any of the foregoing Contractor compliance requirements are changed (i.e. altered, rescinded, postponed, replaced, or supplemented by new or additional requirements) subsequent to the contract award date, and such changes cause an increase or decrease in the cost of, or time required to perform this contract, such change in cost or time requirement shall constitute the basis for an adjustment of the contract price or delivery schedule, as the case may be, provided the costs of compliance with such changed requirements are allowable and allocable to this contract under the FAR.

B.7 INSTALLATION OF GOVERNMENT FURNISHED MATERIAL and/or PROPERTY

The unit price of any vehicle,training device,or kits acquired under this contract includes all charges for the initial installation of Government furnished items, material or property listed in Attachment 1 of the contract, titled GOVERNMENT FURNISHED ITEMS.

B.8 CONTRACT DATA REQUIREMENTS

The cost for data requirements listed on the contract's DD form 1423, Exhibit A to the contract, are included in the vehicle unit prices.

B.9 OPTION PRICES BY CONFIGURATION

B.9.1 Following are the per unit option prices, by program year.

OPTION ITEM	PROGRAM YEAR ONE per unit price	PROGRAM YEAR TWO per unit price	PROGRAM YEAR THREE per unit price
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B.9.2 KITS

B.9.2.1 Mod Kit MUA Applique PN 57K1587	None	\$27,727	NONE
B.9.2.2 Mod Kit M6 Applique PN 57K1588	None	\$20,830	NONE
B.9.2.3 Mod Kit ODS Applique PN 57K1589	None	NONE	\$ 68,148
B.9.2.4 Mod Kit BFIST M7 PN SK57K1593	None	\$58,906	\$ 51,554

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B.9.2.5 Mod Kit ODS-E PN SK57K1594 None \$50,150 \$ 44,274

B.9.3 PAINT

B.9.3.1 Tan/Green - BfV \$ 0.00 \$ 0.00 \$ 0.00

B.9.3.2 Woodland Camouflage - ODS \$2,342.00 None None

B.9.4 VEHICLES (Per Unit)

B.9.4.1 M2A2 ODS \$828,049 None None

B.9.4.2 MLRS A0 - Unique Material \$ 24,697 None None

B.9.4.3 MLRS A1 - Unique Material/ESIP \$118,267 None None

B.9.5 FLEXIBLE FIELDING SCHEDULE (PER VEHICLE) (Only Applies to A3 Vehicles)

B.9.5.1 Delay one month \$ 0.00 \$ 0.00 \$ 0.00

B.9.5.2 Delay two-six months \$ 1,000 per month \$ 1,000 per month \$ 1,000 per month

B.9.5.3 Accelerate one month None \$ 0.00 \$ 0.00

B.9.5.4 Accelerate one month None \$ 0.00 \$ 0.00

B.9.5.5 Accelerate two-three months

with 12 month notice	None	\$171,000	\$171,000
with 13 month notice	None	\$142,500	\$142,500
with 14 month notice	None	\$114,000	\$114,000
with 15 month notice	None	\$ 85,500	\$ 85,500
with 16 month notice	None	\$ 47,500	\$ 47,500
with 17 month notice	None	\$ 23,750	\$ 23,750
with 18 month notice	None	\$ 14,250	\$ 14,250
19 month or more notice	None	\$ 0.00	\$ 0.00

*** END OF NARRATIVE B 001 ***

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u>		OBLG STAT/ <u>JOB ORD NO</u>			INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>AMOUNT</u>
3016AA	PF3LCHV159	AR	1	\$	0.00	\$	37,681.00	\$ 37,681.00
	22306100011		3PFLCH					
					NET CHANGE	\$	37,681.00	

SERVICE <u>NAME</u>	NET CHANGE <u>BY ACRN</u>		ACCOUNTING CLASSIFICATION		ACCOUNTING <u>STATION</u>		INCREASE/DECREASE <u>AMOUNT</u>
Army	AR	21	32032000035L5L06P22306131E8	S01021	W31G3H	\$	37,681.00
					NET CHANGE	\$	37,681.00

		PRIOR AMOUNT <u>OF AWARD</u>		INCREASE/DECREASE <u>AMOUNT</u>		CUMULATIVE <u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	812,948,444.28	\$	37,681.00	\$	812,986,125.28

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SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Attachment 028	EFVS APG CONVERSION HARDWARE TO MLRS A1			